form different from its original form. It has been suggested that, as many station wagons have some of their seats removable, the removal of such seats would be an 'adaptation' for the carriage of goods, but I do not think that that complies with the requirements of the word 'adapted'. Where the vehicle is specifically made so as to be usable with or without certain seats, I do not think it is an 'adaptation' to change from using it with seats to using it without them, or *vice versa*. If, on the other hand, an ordinary private car which has not got removable seats were to have the seats permanently removed, which would be an operation requiring constructional alteration, that would, I think, or at least might, be 'adaptation' for the carriage of goods. If this reasoning is correct, there is no doubt that the two appellants pleaded guilty under a misapprehension as to the effect of the law, and although they cannot appeal against their convictions in view of having pleaded guilty, I think that justice requires that I should set aside the convictions and sentences on revision.

The same considerations apply to the convictions on all three charges in each case, and the convictions and sentences, including the orders for suspension of driving licences, are set aside.

Convictions and sentences set aside.

BADAT BIN DRANI v. TAN KHEAT.

[O. C. J. (Briggs, J.) January 19, 1953]

[Raub — Originating Motion No. 1 of 1952]

Landlord and tenant — Application for order of certiorari to quash order of Rent Board — Condition under which certiorari may issue — Effect of a void Rent Board Order.

This was an application for an order of certiorari to quash an order of the Rent Board at Raub. It appeared that the Board's order was unlawful in that it ordered the applicant to vacate certain premises and imposed certain conditions, which it had no jurisdiction to.

Held: the making of the order of certiorari was discretionary and would not be made if the conduct of applicant had been such as to disentitle him to the relief asked for. In this case, the applicant had failed to avail himself of the normal remedy of appealing in the High Court. Further, it appeared that the Rent Board order had been made by consent which therefore precluded the applicant from applying for certiorari; — (2) certiorari would issue to quash an order which was voidable but not ordinarily an order which was wholly void. The only orders which the Board could lawfully make in this case were an order granting the applicant leave to sue for possession or refusing him such permission.

Case referred to:—

(1) *Teh Say Mooi v. Tan Chor Leng* (1950) M.L.J. 90.

APPLICATION for an order of a prerogative writ of *certiorari*.

Ng Ek Teong for the applicant.

Respondent in person.

Cur. Adv. Vult.

Briggs, J. [delivering oral judgment, said]: — This is an application for an order in the nature of a prerogative writ of *certiorari* to quash an order made by the Rent Board of Raub. The order of the Board is objected to on two grounds; first, that it orders the present applicant to vacate certain premises, and secondly, that it imposes certain conditions. In both these respects it appears quite clear that the order was unlawful and bad. If authority is needed it is to be found in the case of *Teh Say Mooi v. Tan Chor Leng*[1]. There is no doubt that Rent Boards are quasi-judicial bodies whose decisions can be brought up and quashed on *certiorari;* but the making of an order of *certiorari* is in these cases discretionary, and the Court has to observe in each case the principles which would be applicable in the High Court in England. The order will not be made if the conduct of the applicant has been such as to disentitle him into the relief asked for — see 9 *Hailsham*, paragraph 1481. I think that in this case the conduct of the applicant, which I do not criticize on any moral grounds, but merely deal with from the purely legal aspect, has in two respects disentitled him to obtain the order for which he asks. In the first place it was open to him to appeal to the High Court against the order made. He did not do so and, by reason of having neglected the normal remedy opened to him, I think he is precluded from coming and asking for an extraordinary remedy in these proceedings.

He has also another difficulty to overcome. Although it does not so appear from the terms of the Rent Board's order, it does appear from the Grounds of Judgment given by the President of the Rent Board that this order was in fact a consent order, and was made after negotiation as regards certain terms and conditions and with the approval of both parties. Counsel for the applicant does not admit that that is so in fact, but there is no affidavit to the contrary, and I must, for the purposes of this application, accept what the President has said, and where the order is only that of a quasi-judicial body, as opposed to a Court, one can go behind the wording of the order itself. If it is correct that the order was a consent order, there has been a submission to jurisdiction which would be conduct precluding the applicant from applying now for *certiorari*. It may be that if this was a consent order it was not appealable and to that

extent, if my second ground is correct, the first ground may not be correct; but they can stand together for the purpose of this judgment. On those two grounds then, I think, or at least on one of them, the applicant has disentitled himself to the relief he asks.

There is, however, another ground on which I think this application must fail. *Certiorari* will issue to quash an order which is voidable, but it will not ordinarily issue to quash an order which is wholly void. Now the question whether an order of a quasi-judicial body is voidable or wholly void is not always easy, but I think it must be approached from a practical point of view, and from that point of view validity seems to depend on enforceability. Supposing that in this case the applicant does not comply with the order of the Rent Board, but in fact chooses to disregard it and treat it as a nullity, could any proceedings be taken in law to enforce the order? I do not think that they could. The only orders which the Board could lawfully make in the circumstances were an order granting the then applicant leave to sue for possession or an order refusing him such permission. It is clear that for the exercise of those powers the Board does not require any system of execution or any officers charged with the duty of carrying out or enforcing its orders. In other words, the Rent Board itself has no means of enforcing an order of ejectment. It is, of course, possible that a person not complying with that order might be prosecuted under the Penal Code for "non-compliance with a lawful order". But if, as I have pointed out, the order is unlawful, that would be a sufficient defence to such proceedings. If therefore the present applicant chooses merely to disregard the Rent Board's order and treat it as a nullity, it is very difficult to see how anyone could attack him for such a line of conduct. This may be satisfactory for the applicant in one sense, but equally it defeats this application, because, if the order is wholly void, *certiorari* will not issue to quash it, for indeed there is then nothing to quash. On this third ground also I think that the present application fails, and that this motion must be dismissed with costs.

Motion dismissed.

In re SYED ABDULRAHMAN BIN SHAIKH BIN ABDULRAHMAN ALKAFF, DECD.

[O. C. J. (Brown, J.) January 23, 1953]

[Singapore — Originating Summons No. 125 of 1952]

Will — Trust — Whether trust for charitable purposes.

By clause 10(a) of his will the testator provided that the proceeds of the corpus of his property were ultimately to be paid "to such of the trustees of this my Will then resident in Arabia to be expended or laid out by them or him (if only one) in such charities or other public purposes in Arabia as they or he shall think proper."

Held: this trust in so far as they relate to the testator's immovable property is void for uncertainty.

By a disposition in his Arabic will the testator provided as follows: "Then the balance of the one third from the income to be spent by my trustees for schools in Tarim, Seiyun, and Doa wholly or partly, temporarily or permanently, whether religious or general knowledges, and every welfare according to their consideration."

Held: this disposition in so far as they relate to the testator's immovable property is also void for uncertainty.

Cases referred to :—

(1) *Vezey v. Jamson* 57 E.R. 27.
(2) *Blair v. Duncan* (1902) A.C. 37.
(3) *Houston v. Burns* (1918) A.C. 337.
(4) *Bence-Jones v. Attorney-General* 129 L.T. 247.
(5) *In re Best* (1904) 2 Ch. 354.
(6) *In re Eades* (1920) 2 Ch. 353.
(7) *Hunter v. Attorney-General* (1899) A.C. at p. 317.

ORIGINATING SUMMONS.

Dr. C. H. Withers-Payne for the applicants-trustees.

William Munro for the next of kin.

L. Rayner (Crown Counsel) for the Attorney-General.

Cur. Adv. Vult.

Brown, J. : — The testator, who was domiciled in Arabia, left immovable property in Singapore. His testamentary dispositions with regard to the immovable property are to be governed by the *'lex situs'*; and those with regard to the movable property by the *'lex domicilii'*. No satisfactory evidence is before me of the Sha'afi law, which must apply to the movable property, and in the absence of an affidavit containing a statement of the Sha'afi law as it affects these testamentary dispositions, I am in no position to determine the questions which are raised in this Originating Summons regarding the movable property. But in order to avoid further delay I have been asked to deal with the following two questions :—

(1) Are the trusts of the corpus valid in so far they relate to the immovable property?
(2) Are the trusts of the income issuing from the immovable property valid, except as regards the specific bequests set out on page 2 of the Arabic will made in Arabia on 20th December 1943?

The trusts of the corpus are contained in clause 10(a) of the Singapore will dated 8th September 1931. The trusts of the income from the corpus are contained